



City of Norfolk

REQUEST FOR QUOTATIONS (RFQ)
RFQ #4986-0-2016/SH

**CITY HALL ONE-TIME CLEANING OF OUTSIDE WINDOWS
FACILITY MAINTENANCE DIVISION**

**City of Norfolk
Office of the Purchasing Agent
March 25, 2016**

Quotations must be received by: Thursday, April 6, 2016, at 5:00 pm

Quotations may mailed or hand delivered to:
232 East Main Street, Suite 250, Norfolk, VA 23510.

OR

Submitted by email (silvester.howell@norfolk.gov)
or by fax: 757 823-4585

All inquiries for information should be directed to
Silvester A. Howell, M.S., Procurement Specialist,
757 823-4585 or silvester.howell@norfolk.gov

Name & Address of Firm:

Date: _____

By: _____

Signature (In Ink)

Name (Typed)

Title

Telephone No.: _____

Federal Identification Number (FIN)

Fax No.: _____

DUNS Number

City of Norfolk Vendor

Self Service Registered: ____ Yes ____ No

SCOPE OF WORK

1. This request is for a one-time cleaning of the outside window glass and both sides of the solar panels for floors 2 through 11 for the City Hall Building located at 810 Union Street, Norfolk, VA 23510.
2. Using whatever equipment, tools, and commercial glass cleaning chemicals necessary without damaging the glass and adjacent structures, the successful bidder shall remove the following: smudges, tapes, oily film, bird droppings, window stains, and other types of soil from all glass partitions, door glass, display glass, glass ceilings, and other glass surfaces to include both sides of the glass. Window cleaning shall also include the following: washing, wiping, and all other methods of cleaning windows, window frames and sills (both inside and outside), curtain wall components, building panels, etc... After washing the glass areas, glass and adjacent surfaces shall be free of dust, smudges, oily film, bird droppings, stains, cleaner splash, and drip marks.
3. All bidders shall contact the City Site Representative, Raymond "Butch" Inman, Contract Administrator in the Facility Maintenance Division to arrange for a site visit. Email: ray.inman@norfolk.gov; office 757-823-4532.
4. The successful bidder shall be under quality assurance, which means that the City will evaluate the successful bidder's performance under this agreement through visual inspection of their work while it is being performed and after completion the required work. When an observation indicates defective performance, the City Site Representative will require that the contractor shall correct the deficiency within five (5) working days.
5. The successful bidder shall provide a supervisor who shall be responsible for the performance of the work. The name of this person and any alternate, who shall act for the contractor when the manager is absent, shall be designated in writing.
6. The successful bidder shall be required to make sufficient routine inspections to ensure that the work is performed as required by this agreement.
7. The successful bidder shall be responsible for ensuring that all of their employees will follow all established security procedures in sensitive areas and buildings.
8. The successful bidder shall perform all work in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and safety procedures. At the completion of each day's work, all debris and trash from the work site shall be removed. Material removal/disposal shall be at no cost to the City of Norfolk. Bidders shall not use any City trash containers for disposing of debris of any kind.
9. The successful bidder's employees who are assigned to perform work under this agreement shall meet and maintain acceptable standards of job performance for the work being performed. These standards shall include, but limited to the following: proper decorum, acceptable work attitude, acceptable dress code (uniforms are preferred), and honesty.
10. The City reserves the right to order the removal of any employee from any City facility for reasonable cause. Reasonable cause, shall be at the sole discretion of the City Representative.
11. The successful bidder shall furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect people from harm or injury. The City does employee metal bird spikes on the top floors of the building. The successful bidder is responsible for and shall provide all protective equipment to protect its employees from harm or injury.
12. The successful bidder shall be responsible for any damages to City property caused or created by the contractor and its principals, employees, representatives, and subcontractors while providing services covered in this agreement. Any damages shall be repaired at the contractor's expense to the satisfaction of the City.

13. The successful bidder shall take every precaution at all times for the protection of persons and property, including City and City employees' personal property if in the work area. The contractor shall at all times, enforce strict discipline and good order among the workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned.

14. The successful bidder, shall be responsible to obtain all permits and inspections that may be required on assigned work including street right of way permits. All work must be in compliance with all applicable national and local quality and safety codes whether or not permits are required.

15. The successful bidder shall maintain **Safety Data Sheets (SDS)** in compliance with OSHA requirements for all product used. The contractor shall provide copies to the City Site Representative of the Safety Data Sheets for all cleaning products used.

Occupational Health and Safety Administration (OSHA) Compliance

The contractor shall comply with OSHA standards 29 cfr 1910 as general industry employers. Construction contractors shall comply with the construction OSHA standards 29 cfr 1926. This article further establishes safety requirements for the cleaning of all windows of all buildings.

- a. Window cleaning includes operation(s) of washing, wiping or other methods of cleaning windows, window frames, curtain wall components, building panels, etc.
- b. Windows shall not be cleaned from the outside or inside unless means are provided to enable such work to be done in a safe manner.
- c. Provisions for preventing accidents due to overhead high voltage lines shall be in place at all times while work is being performed.
- d. Employers shall provide their window-cleaning employees with safety equipment and devices conforming to OSHA requirements, and shall maintain such equipment in safe condition at all times.
- e. Employers shall instruct their window-cleaning employees in the proper use of all equipment provided to them, and shall supervise the use of equipment and safety devices to ensure that safe working practices are observed.
- f. All employees cleaning windows shall use appropriate safety devices and equipment.
- g. Only employees who have been properly trained to handle such equipment, shall be assigned to work from lifts, scaffolds or boatswain's chairs.
- h. In every building where window cleaning operations are performed in such a manner that a person stands on the sill in order to clean a window or works from the inside where the window opening is of such size that it would be possible to fall through the open window to the outside, there shall be installed window cleaning safety anchors or other approved anchorages.
- i. Any window which when fully opened has a clear opening with the lesser dimension exceeding one inches, or any window in which the height to width relationship presents a hazard, shall be considered as presenting the hazard of falling through as specified above.
- j. Window cleaners shall not be permitted to work from any sill on which there is any obstruction or slippery substance that might impair their footings.
- k. Window jacks or portable sills shall not be used in window cleaning.

16. The successful bidder shall not employ any person in the execution of this contracted work who is an employee of the City of Norfolk, if employing that person would create a conflict of interest or the appearance of a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the City of Norfolk unless such person seeks and receives prior approval in compliance with City policy relative to off-duty employment.

17. Work Accomplishment. The contractor shall supply all labor, material, equipment, and services incidental to the accomplishment of the work assigned. Equipment required in the execution of window

cleaning services are considered overhead items to be included under the Bidder's bid cost including charges for lift equipment.

18. Bid prior site Inspection. Submission of bid shall imply that the Bidder has examined the site and have satisfied themselves as to existing and probable conditions under which they will be obligated to perform work.

19. Definition of regular work hour. For the purpose of this agreement, regular work hours shall be between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.

20. Definition of holidays. For the purpose of this agreement, holidays shall be in accordance with the City of Norfolk's official holidays as outlined by City Code. Listing will be provided upon request.

PRICING SCHEDULE

Pricing is hereby requested to furnish and deliver (FOB Norfolk VA) EA 1: One (1) City Hall Windows-One Time Special Advanced Cleaning. Quotes shall be exclusive of all taxes.

EA 1– One-Time Window Cleaning

----- **BIDDER FILL IN** -----

	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	This request is for a one-time cleaning of the Outside window glass and both sides of the solar panels for floors 2 through 11 for the City Hall building located at 810 Union Street, Norfolk, VA 23510.	1	\$ _____	\$ _____

AWARD WILL BE RENDERED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. THE CITY RESERVES THE RIGHT TO AWARD BY LOT.

IMPORTANT NOTE:

If your firm has not previously conducted business with the City of Norfolk Purchasing Office please go to the City Web page, www.norfolk.gov/ scroll "Norfolk Home Pages" and select Purchasing. On the left side of the purchasing page please select and download and complete Contractor's registration form. Submit registration form along with an IRS W9 form. Orders cannot be issued to a Contractor without Contractor information and W9 form on file.

GENERAL REQUIREMENTS

1. Pricing is hereby requested to furnish and deliver basis. **Contractor is not permitted to charge additional delivery related fees or other fees not specifically provided in the contractor's quote at the time of quotes are due to the City.** The Successful Bidder will not be paid for any items or any amounts not specifically accepted by the City at the time of any award or official modification to the agreement.

2. **Pricing.** Pricing for the required items under this RFQ shall be provided to the City in the format and **Pricing Schedule** as set forth in the RFQ. All prices must be firm, fixed prices and quoted to include all materials, supplies, equipment and labor required to produce and deliver, as applicable, the items requested under this RFQ. Quoted prices must also include delivery as FOB Destination to the City of Norfolk, Virginia. By submitting a quote, Bidder agrees that its quote shall be binding and may not be withdrawn for a period of sixty (60) days after the scheduled due date of this RFQ, unless an apparent mistake exists in the quote submitted
3. **Brand Name or Equal.** The provisions of *City Code §33.1-52* apply. If and wherever in this request for quotation a brand name, make, name of any manufacturer, trade name, or Contractor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the Contractors responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted. The City reserves the right to award by individual lot or two lots combined.
4. Contractor shall not require individual City departments to complete paperwork or sign a bidder's preprinted contract.
5. All items must meet or exceed the requirements contained, herein. There shall be no substitutions or cancellations permitted after award without prior written consent and approval of the Purchasing Agent.
6. Delivery time must be coordinated directly with ordering departments.
7. Contractor shall provide a toll free telephone number or means to the City so that orders can be placed with Contractor at no additional cost to the City.
8. There shall be no additional cost (restocking fee) to the City for items that need to be exchanged or returned to Contractor within the time period stated, herein.
9. Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFQ or any subject related to this RFQ is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.
10. Changes or modifications to this RFQ made prior to the due date and time will be addressed by addenda from the Issuing Office. Oral communications are not a part of the RFQ or RFQ documents. This RFQ and any addenda shall be made a part of any resulting contract.
11. The award of a contract(s) shall be at the sole discretion of the City. Award will be based on the lowest responsive and responsible bidder, or overall lowest prices for all items, whichever is determined to be in the best interest of the City, from a responsible and responsive Bidder. The City reserves the right to accept or reject any or all quotes in whole or in part and to waive informalities. The City also reserves the right to award an agreement to more than one Bidder, if determined to be in the City's best interest, as applicable.
12. All materials submitted in response to this RFQ will become the property of the City.

13. This solicitation does not commit the City to pay any costs incurred in the preparation and submission of quotes or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services. Bidder may propose services that are provided by others, but any services offered must meet all of the requirements of this RFQ, as applicable.
14. This RFQ is being conducted pursuant to *Code of Virginia §2.2-4304* and *Norfolk City Code §33.1-3*. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this RFQ, in accordance with *Code of Virginia §2.2-4304*. The City shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.
15. Questions concerning this Request for Quotation must be addressed in writing to the attention of Silvester A. Howell, M.S., Procurement Specialist (silvester.howell@norfolk.gov) or (757) 823-4585.
16. Notwithstanding the prohibition against used, damaged or obsolete items, Contractors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:
 - a. Do any of the goods offered contain recycled materials? _____
 - b. If so, please explain the recycled material content.: _____

SPECIAL TERMS & CONDITIONS

Businesses Authorized to Transact Business in the Commonwealth of Virginia.

In accordance with Section 2.2-4311.2 of the Virginia Public Procurement Act.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section of the Virginia Public Procurement Act.

Identification Number as Issued by the State Corporation Commission

Number: _____

Company Name: _____

Date: _____

Signed: _____

NONDISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over \$1,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Bidder.

GENERAL TERMS AND CONDITIONS

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **LATE DELIVERIES OR NON-COMPLIANT GOODS:** Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
3. **DELIVERY AND RISK OF LOSS:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. Risk of loss remains with the Seller until acceptance.
4. **DEFECTS:** By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
5. **PRICES:** Unless otherwise provided, equipment shall be furnished at the prices indicated on the contract.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
9. **DATA:** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of the provision in its orders.
10. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.
11. **CHANGE ORDER:** This contract can be modified or rescinded only in writing signed by the City Purchasing Agent or his duly authorized agent.
12. **GRATUITIES:** The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts,

or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.

13. **SAFETY:** Seller guarantees that the design of all equipment being purchased conforms with all regulations of the Federal Occupational Safety and Health Act at time of delivery. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
14. **ADVERTISING:** Seller agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.
15. **ASSIGNMENT:** Assignment is prohibited unless Contractor obtains prior written approval of the City.
16. **DISCRIMINATION PROHIBITED:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
17. **IMMIGRATION LAW:**
Compliance with federal immigration law: The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

18. **INSURANCE REQUIREMENTS:**

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$1 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$1,000,000 accident, and Property Damage \$200,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.